

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF VIRGINIA  
Richmond Division  
In Admiralty**

SATIRA SHIPPING COMPANY LIMITED,

Plaintiff,

v.

GLOBAL AMERICAN TRANSPORT LLC,

Defendant,

and

BANK OF AMERICA, N.A.,

Garnishee.

Civil Action No. 3:24-cv-00443

Garnishee, Bank of America, N.A. (the “Bank of America” and/or “Garnishee”), by counsel and pursuant to Rule B of the Supplemental Rules for Admiralty or Maritime Claims and Asset Forfeiture Actions of the Federal Rules of Civil Procedure (“Rule B”), hereby submits its Answer to the Writ for Maritime Attachment and Garnishment and to the Verified Complaint as follows:

**GARNISHEE BANK OF AMERICA, N.A.’S ANSWER TO  
WRIT FOR MARITIME ATTACHMENT AND GARNISHMENT**

1. On June 25, 2024, this Court issued a Writ for Maritime Attachment and Garnishment based upon the Verified Complaint for Breach of Contract filed by Plaintiff Satira Shipping Company Limited (“Plaintiff”) against Global American Transport LLC (“Defendant”).

2. On July 15, 2024, Bank of America filed a verified Answer with Declaration to Plaintiff’s Writ of Attachment and Garnishment and Verified Complaint. In that prior Answer, Bank of America stated it does not have possession, custody, or control of any tangible or

intangible property of Global American Transport LLC comprised of debts, credits, or effects including but not limited to: bank accounts, checks, payments made to, held or which may be receivable by, Bank of America on behalf of Global American Transport LLC, monies, disbursement advances, payments for goods or other services, documents of title, shares of stock or other financial instruments and any other funds, collateral or property of any kind belonging to claimed by or held for the benefit of the Global American Transport LLC, either located and to be found at Bank of America E. 1111 Main Street, Richmond, VA 23219 or otherwise within the Eastern District of Virginia.

3. On September 16, 2024, counsel for Plaintiff informed counsel for Garnishee that on Friday, September 13, 2024, the former had “re-served the writ of attachment on Bank of America because a London solicitor instructing the attachment received a message from legal@gatransportllc.com stating that ‘since the Rule B action, the charterers have received funds in their “seized” bank account, in the approximate amount of USD 400,000.’ Since the attachments are only valid on the day of filing, we served the writ a second time.” *See* **Exhibit 1**.

4. Also on September 16, 2024, counsel for Plaintiff also informed counsel for Bank of America that, on September 13, 2024, the former had also purportedly served interrogatories with the writ of attachment directly on Bank of America, with servicing them on or providing notice to Bank of America’s counsel of record. *See id.* Counsel for Plaintiff further stated he “agree[d] to withdraw the interrogatories served along with the writ and serve this upon you.” *See id.* Bank of America’s responses to these interrogatories currently due on October 7, 2024.

5. Bank of America does not have a financial center at “1111 E. Main Street, Richmond, VA 23219.” While Bank of America Private Bank has a location at 1111 E. Main

Street, 10<sup>th</sup> Floor, Richmond, VA 23219, Bank of America does not have a record of being “re-served” with the writ of attachment.

6. Bank of America does not have possession, custody, or control of any tangible or intangible property of Global American Transport LLC comprised of debts, credits, or effects including but not limited to: bank accounts, checks, payments made to, held or which may be receivable by, Bank of America on behalf of Global American Transport LLC, monies, disbursement advances, payments for goods or other services, documents of title, shares of stock or other financial instruments and any other funds, collateral or property of any kind belonging to claimed by or held for the benefit of the Global American Transport LLC, either located and to be found at Bank of America E. 1111 Main Street, Richmond, VA 23219 or otherwise within the Eastern District of Virginia.

7. Bank of America attaches the Declaration of Gloria Iglesias in support hereof as **Exhibit 2**.

8. Bank of America prays that it be discharged and dismissed from this case.

**GARNISHEE BANK OF AMERICA, N.A.’S ANSWER TO  
PLAINTIFF’S VERIFIED COMPLAINT**

**THE PARTIES**

1. Bank of America is without information sufficient to form a belief about the truth and falsity of the allegations set forth in Paragraph 1 of the Complaint as they pertain to a party other than Bank of America and therefore denies same.

2. Bank of America is without information sufficient to form a belief about the truth and falsity of the allegations set forth in Paragraph 2 of the Complaint as they pertain to a party other than Bank of America and therefore denies same.

3. Bank of America admits that it is a national banking association authorized to do business in the state of Virginia with an office located at 100 N. Tryon St, Charlotte, NC, 28202-2135 and a business address located at 1111 E. Main Street, Richmond VA 2319. Bank of America denies that it has possession, custody, or control of assets belonging to Defendant either located and to be found at Bank of America 1111 Main Street, Richmond, VA 23219 or otherwise within the Eastern District of Virginia. The remaining allegations in Paragraph 3 of the Complaint contain statements and conclusions of law, to which no response is required. To the extent the remaining allegations are contrary to the law, they are denied.

#### **SUBJECT MATTER JURISDICTION**

4. The allegations in Paragraph 4 of the Complaint contain statements and conclusions of law, to which no response is required. To the extent the allegations are contrary to the law, they are denied.

#### **FACTUAL BACKGROUND**

5. Bank of America is without information sufficient to form a belief about the truth and falsity of the allegations set forth in Paragraph 5 of the Complaint as they pertain to a party other than Bank of America and therefore denies same.

6. Bank of America is without information sufficient to form a belief about the truth and falsity of the allegations set forth in Paragraph 6 of the Complaint as they pertain to a party other than Bank of America and therefore denies same.

7. Bank of America is without information sufficient to form a belief about the truth and falsity of the allegations set forth in Paragraph 7 of the Complaint as they pertain to a party other than Bank of America and therefore denies same.

8. Bank of America is without information sufficient to form a belief about the truth and falsity of the allegations set forth in Paragraph 8 of the Complaint as they pertain to a party other than Bank of America and therefore denies same.

9. Bank of America is without information sufficient to form a belief about the truth and falsity of the allegations set forth in Paragraph 9 of the Complaint as they pertain to a party other than Bank of America and therefore denies same.

10. Bank of America is without information sufficient to form a belief about the truth and falsity of the allegations set forth in Paragraph 10 of the Complaint as they pertain to a party other than Bank of America and therefore denies same.

11. Bank of America is without information sufficient to form a belief about the truth and falsity of the allegations set forth in Paragraph 11 of the Complaint as they pertain to a party other than Bank of America and therefore denies same.

12. Bank of America is without information sufficient to form a belief about the truth and falsity of the allegations set forth in Paragraph 12 of the Complaint as they pertain to a party other than Bank of America and therefore denies same.

13. Bank of America is without information sufficient to form a belief about the truth and falsity of the allegations set forth in Paragraph 13 of the Complaint as they pertain to a party other than Bank of America and therefore denies same.

14. Bank of America is without information sufficient to form a belief about the truth and falsity of the allegations set forth in Paragraph 14 of the Complaint as they pertain to a party other than Bank of America and therefore denies same.

15. Bank of America is without information sufficient to form a belief about the truth and falsity of the allegations set forth in Paragraph 15 of the Complaint as they pertain to a party other than Bank of America and therefore denies same.

16. Bank of America is without information sufficient to form a belief about the truth and falsity of the allegations set forth in Paragraph 16 of the Complaint as they pertain to a party other than Bank of America and therefore denies same.

17. Bank of America is without information sufficient to form a belief about the truth and falsity of the allegations set forth in Paragraph 17 of the Complaint as they pertain to a party other than Bank of America and therefore denies same.

18. Bank of America is without information sufficient to form a belief about the truth and falsity of the allegations set forth in Paragraph 18 of the Complaint as they pertain to a party other than Bank of America and therefore denies same.

19. Bank of America is without information sufficient to form a belief about the truth and falsity of the allegations set forth in Paragraph 19 of the Complaint as they pertain to a party other than Bank of America and therefore denies same.

20. Bank of America is without information sufficient to form a belief about the truth and falsity of the allegations set forth in Paragraph 20 of the Complaint as they pertain to a party other than Bank of America and therefore denies same.

21. Bank of America is without information sufficient to form a belief about the truth and falsity of the allegations set forth in Paragraph 21 of the Complaint as they pertain to a party other than Bank of America and therefore denies same.

22. Bank of America is without information sufficient to form a belief about the truth and falsity of the allegations set forth in Paragraph 22 of the Complaint as they pertain to a party other than Bank of America and therefore denies same.

23. Bank of America is without information sufficient to form a belief about the truth and falsity of the allegations set forth in Paragraph 23 of the Complaint as they pertain to a party other than Bank of America and therefore denies same.

24. Bank of America is without information sufficient to form a belief about the truth and falsity of the allegations set forth in Paragraph 24 of the Complaint as they pertain to a party other than Bank of America and therefore denies same.

25. Bank of America is without information sufficient to form a belief about the truth and falsity of the allegations set forth in Paragraph 25 of the Complaint as they pertain to a party other than Bank of America and therefore denies same.

26. Bank of America is without information sufficient to form a belief about the truth and falsity of the allegations set forth in Paragraph 26 of the Complaint as they pertain to a party other than Bank of America and therefore denies same.

27. Bank of America is without information sufficient to form a belief about the truth and falsity of the allegations set forth in Paragraph 27 of the Complaint as they pertain to a party other than Bank of America and therefore denies same.

**BREACH OF MARITIME CONTRACT**

28. Bank of America incorporates and re-asserts the responses contained in the foregoing paragraphs as if fully stated herein.

29. Bank of America is without information sufficient to form a belief about the truth and falsity of the allegations set forth in Paragraph 29 of the Complaint as they pertain to a party other than Bank of America and therefore denies same.

30. Bank of America is without information sufficient to form a belief about the truth and falsity of the allegations set forth in Paragraph 30 of the Complaint as they pertain to a party other than Bank of America and therefore denies same.

31. Bank of America is without information sufficient to form a belief about the truth and falsity of the allegations set forth in Paragraph 31 and the following subparts (A) through (D) of the Complaint as they pertain to a party other than Bank of America and therefore denies same.

**CLAIM FOR RULE B ATTACHMENT**

32. Bank of America incorporates and re-asserts the responses contained in the foregoing paragraphs as if fully stated herein.

33. Paragraph 33 of the Complaint contains a general description of the Complaint to which no response is required. To the extent a response is required, Bank of America denies the allegations.

34. Bank of America is without information sufficient to form a belief about the truth and falsity of the allegations set forth in Paragraph 34 the Complaint as they pertain to a party other than Bank of America and therefore denies same.

35. The allegations in Paragraph 35 of the Complaint are denied.

36. The allegations in Paragraph 36 of the Complaint are denied.

37. Paragraph 37 of the Complaint contains a general description of the Complaint to which no response is required. To the extent a response is required, the allegations are denied.



Bank of America specifically denies the allegations set forth in the unnumbered “WHEREFORE” paragraph following Paragraph 37 of the Complaint, including subparts (A) through (E) thereof, in any way relating to Bank of America. As to any remaining allegations, Bank of America is without information sufficient to form a belief about the truth and falsity of the allegations set forth and therefore denies same.

Bank of America denies any and all allegations contained in the headings and/or unnumbered paragraphs in the Complaint.

Bank of America denies, generally and specifically, any and all allegations in the Complaint not specifically admitted in the paragraphs above.

Bank of America further states that its investigation of the present matter is ongoing. Accordingly, Bank of America reserves the right to amend this Answer.

WHEREFORE, Garnishee Bank of America, N.A., respectfully requests that the Writ for Attachment be vacated and dismissed, that Bank of America be dismissed from this case, and that the Court takes no further action against Bank of America, and for such other and further relief as this Court deems appropriate and just.

October 4, 2024

**GARNISHEE BANK OF AMERICA, N.A.**

By: /s/ Ethan G. Ostroff

Ethan G. Ostroff (VSB No. 71610)  
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*Counsel for Garnishee Bank of America, N.A.*



**CERTIFICATE OF SERVICE**

I hereby certify that on October 4, 2024, I electronically filed the foregoing *Bank of America, N.A.'s Answer to Plaintiff's Writ for Maritime Attachment and Garnishment and Answer to Plaintiff's Verified Complaint* document with the Clerk of Court using CM/ECF. I further certify that a copy of the foregoing document was mailed to:

Registered Agent, Gebremeskel Tekla  
2035 W Granville Ave, Apt 406  
Chicago, IL 60659-3034

Dated: October 4, 2024

Respectfully Submitted,

/s/ Ethan G. Ostroff  
Ethan G. Ostroff